IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.265 OF 2006

IN

SUMMARY SUIT NO.308 OF 2006

...

Mohanlal Damji Pasad ...Plaintiff

v/s.

Shree Datta Metal Industries ...Defendants

...

Mr.K.Halai i/b Halai & Co. for the Plaintiff.

Mr.J.P.Shah i/b JPS Legal for Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 10TH OCTOBER,2006

P.C.:

1. The sole defence of the Defendant is that the

Plaintiff is the money lender. The Plaintiff denies it. According to the Plaintiff this was friendly loan given by the Plaintiff to the Defendant and that the Plaintiff is carrying on business in grains.

2. But perusal of the promissory note shows that there was a broker involved. The explanation given by the Plaintiff that the name of the broker M.B. Pasad is the name of the Plaintiff himself cannot be accepted, because if the name of the Plaintiff is mentioned as a person who is giving loan against the column for broker's name his name would not be mentioned. The Defendant has given details about the persons to whom the loans have been advanced by the Plaintiff. Therefore, it is possible that the Plaintiff may be money lender. Availability of that defence to the Defendant cannot be denied. Defendant therefore, is entitled to leave to defend the suit. Summons for judgment disposed of. Defendant is granted unconditional leave to defend. Suit be transferred to commercial cause list. Written statement to be filed within eight weeks.

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